IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF NORTH CAROLINA RALEIGH DIVISION

IN RE:	
ROADMARK CORPORATION,	CASE NO. 15-00432-5-DMW CHAPTER 11
DEBTOR	
Emergency Motion for Authorization to E	nter into a Premium Finance Agreement

NOW COMES Roadmark Corporation (the "Debtor") and moves the Court pursuant to § 364 of the Bankruptcy Code and Rule 4001 of the Federal Rules of Bankruptcy Procedure as follows:

- 1. On January 26, 2015 (the "Petition Date"), the Debtor filed a voluntary petition seeking relief under Chapter 11 of the Bankruptcy Code. The Debtor continues in possession of its assets as debtor-in-possession. No official committee of unsecured creditors has been appointed.
- 2. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§157 and 1334, and this matter is a core proceeding under 28 U.S.C. §157(b)(2). Venue is proper pursuant to 28 U.S.C. §§1408 and 1409.
- 3. Prior to the Petition Date, the Debtor entered into the premium finance agreement attached as Exhibit "A" (the "Agreement"), which is made a part hereof by reference. The Agreement provides that the premiums for various insurance coverages shall be financed through regular monthly installments. However, the contract party to the Agreement requires approval from the Court before proceeding with the premium financing arrangement.
- 4. The Debtor seeks entry of an Order (a) authorizing the Debtor to enter into the Agreement, (b) granting PREMIUM ASSIGNMENT CORPORATION ("PAC"), or its successor or assigns a first priority lien on and security interest in unearned premiums as described in the Agreement, and (c) authorizing the Debtor to pay PAC or its successor or assigns all sums due under the Agreement.
- 5. The Debtor requests that the Order granting such relief further provide the following:

- a. The liens, security interests and rights in unearned premiums granted under the Agreement shall be senior to the lien of any DIP Lender in this Case and senior to any claims under 11 U.S.C. §§ 503, 506(b) or 507(b).
- b. If additional premiums become due to insurance companies under the policies financed under the Agreement, the Debtor and PAC or its successor or assigns are authorized to modify the Agreement as necessary to pay the additional premiums without the necessity of further hearing or order of this Court.
- c. In the event PAC or its assigns fail to receive any payment due under the Agreement within fifteen (15) days of the due date, the automatic stay provided by 11 U.S.C. § 362 shall thereupon be terminated without the necessity of a motion, further hearing or order of this Court to permit PAC or its successor or assigns to exercise its rights and remedies under the Agreement, including without limitation the rights to: (a) cancel the financed insurance policy(ies), and (b) collect and apply unearned premiums payable under the financed policy(ies) to the balance owed under the Agreement.
- d. If the collection and application of unearned premiums is insufficient to pay the balance owed under the Agreement, PAC or its successor or assigns may within 21 days after the collection and application of such unearned premiums file a proof of claim for the unsatisfied amount of any indebtedness under the Agreement notwithstanding the passage of any bar date for the filing of proofs of claim.
- e. The rights of PAC or its successor or assigns under the Agreement shall be fully preserved and protected and shall remain unimpaired by this Bankruptcy proceeding, and shall remain in full force and effect, notwithstanding the subsequent conversion of this proceeding to one under Chapter 7 or any other provision of the United States Bankruptcy Code.
- f. In order to enable the Debtor to have immediate insurance coverage, the ten day stay of this order pursuant to Bankruptcy Rule 6004(h) shall not apply, and the relief herein granted is effective immediately upon entry.
- 6. It is necessary to the Debtor's post-petition operations that it have the appropriate insurance coverages in place. In order for the Debtor to work on its various jobs, it must provide

certificates of insurance. Therefore, the Debtor's ability to perform under its various contracts is contingent on an order of this Court approving the Agreement, and this is an urgent matter.

7. Authorizing the Debtor to enter into the Agreement is warranted under 11 U.S.C. § 364(c), since it will enable the Debtor to obtain insurance and continue post-petition operations, to the benefit of the estate and all creditors.

Wherefore, the Debtor prays the Court for an Order:

- 1. Granting the relief set forth above; and
- 2. Granting such other relief as the Court may deem necessary and proper.

Date: January 27, 2015

/s/ John A. Northen /s/ John Paul H. Cournoyer

Counsel for the Debtor:

John A. Northen, NCSB #6789
jan@nbfirm.com
Vicki L. Parrott, NCSB #25449
vlp@nbfirm.com
John Paul H. Cournoyer, NCSB #42224
jpc@nbfirm.com
Northen Blue, LLP
Post Office Box 2208
Chapel Hill, NC 27515-2208

IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF NORTH CAROLINA RALEIGH DIVISION

IN RE:	
ROADMARK CORPORATION,	CASE NO. 15-00432-5-DMW CHAPTER 11
DEBTOR	
Notice Of Additional	Emergency Hearing

Roadmark Corporation (the "Debtor") has filed the following motion, in addition to the other emergency motions previously filed for which a notice of hearing has already been served on you, and the Court has scheduled a hearing to consider the relief requested therein commencing at 11:00 o'clock a.m. on January 29, 2015 in the U.S. Bankruptcy Court, 3rd floor Courtroom, 300 Fayetteville St., Raleigh, NC:

Emergency Motion for Authorization to Enter into a Premium Finance Agreement

January 27, 2015

/s/ John A. Northen /s/ John Paul H. Cournoyer

Counsel for the Debtor:

Telephone: 919-968-4441

John A. Northen, NCSB #6789
jan@nbfirm.com
Vicki L. Parrott, NCSB #25449
vlp@nbfirm.com
John Paul H. Cournoyer, NCSB #42224
jpc@nbfirm.com
Northen Blue, LLP
Post Office Box 2208
Chapel Hill, NC 27515-2208

IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF NORTH CAROLINA RALEIGH DIVISION

IN RE:					
ROADMARK CORPORATION,	CASE NO. 15-432-5-DMW CHAPTER 11				
DEBTOR					
Certificate of Service					

I hereby certify that Notice of Hearing and a copy of the Emergency Motion for Authorization to Enter into a Premium Finance Agreement by transmitting a copy of the same by facsimile or email transmission to the following parties on this date:

DSCH Capital Partners, LLC	PMC Financial Services Group, LLC
Dba Far West Capital	Attn: Manager
Attn; Manager	12243 Brandford Street
4601 Spicewood Springs Road	Sun Valley, CA 91352
Bldg 2, Suite 200	Email: trafanello@pmcfsg.com
Austin, TX 78759	
Email: <u>Jamie@farwestcapial.com</u>	
3M Corporation	Blue Ridge Diesel Injection, Inc.
Attn: Managing Agent	Attn: Managing Agent
P O Box 601095	P O Box 867
Charlotte, NC 28260-1095	Salem, VA 24153
Email: <u>istone@rccmn.com</u>	Fax: 540-387-2792
Brite-Line Technologies, LLC	Bullins-Guynn, Inc.
Attn: Managing Agent	Attn: Managing Agent
P O Box 932619	P O Box 11579
Cleveland, OH 44193	Durham, NC 27703
Email: Kwhite@brite-line.com	Email: jmhill@nc.rr.com
Danton Hydroblasting, LLC	Ennis Paint, Inc.
Attn: Pam Preedom, Controller	Attn: Managing Agent
603 Central Park Drive	P O Box 671185
Sanford, FL 32771	Dallas, TX 75267-1185
Email: Pam@dantondydroblasting.com	Email: msoule@flinttrading.com
Epoplex	Flint Trading, Inc.
Attn: Managing Agent	Attn: Managing Agent
One Park Avenue	P O Box 160
Maple Shade, NJ 08052	Thomasville, NC 27361-0160
Email: cwestlund@epoplex.com	Email: msoule@flinttrading.com

	1
Magnolia Advanced Materials, Inc.	Ozark Materials, LLC
Attn: Managing Agent	Attn: Managing Agent
5547 Peachtree Industrial Blvd	P O Box 188
Chamblee, GA 30341-2296	Greenville, AL 36037
Email: Randy.cunningham@magnolia-adv-	Email: jeff.low@ozarkmaterials.net
<u>mat.com</u>	
Potters Industries, Inc.	Sherwin Williams Co (NC)
Attn: Managing Agent	Attn: Managing Agent
P O Box 8500-S-7815	P O Box 409901
Philadelphia, PA 19178-7815	Atlanta, GA 30384-9991
Email: Michele.levy@pqcorp	Email: Sean.n.pleva@sherwin.com
Surface Preparation Tech	Swarco Industries
Attn: Managing Agent	Attention: Jon Sproul
81 Texaco Road	P O Box 89
Mechanicsburg, PA 17050	Columbia, TN 38402
Email: joe@surfpreptech.com	Email jon.sproul@swarco.com
Diffuii. jooksariprepteen.com	Differi join.sprour(e/swareo.com
Traffix Devices, Inc.	Truckcraft, LLC
Attn: Managing Agent	Attn: Managing Agent
160 Avienda La Papa	3924 Fairfax Farms Road
San Clemente, CA 92673	Fairfax, VA 22033
Fax: 949-573-9250	Email: Dantice@cox.net
Universal Premium	Vincent Iannucci
Attn: Managing Agent	c/o Shanahan Law Firm
P O Box 70995	7501 Falls of the Neuse Rd, Ste. 200
Charlotte, NC 28272-0995	Raleigh, NC 27615
Fax: 800-286-8999	Fax: 919-846-0295
AWP, Inc.	Durham County Tax Collector
dba Area Wide Protective	Attention: Managing Agent
Attention: Managing Agent	P O Box 30090
826 Overholt Drive	Durham, NC 27702-3090
Kent, OH 44240	Email: <u>ldomnas@dconc.gov</u>
Fax: 330-644-0027	
Marjorie K. Lynch	
Bankruptcy Administrator	
Email: nceba chapter11@nceba.uscourts.gov	
Zinan. necou_chapter i lanecoa.uscourts.gov	

Date: January 27, 2015

/s/ John A. Northen /s/ John Paul H. Cournoyer

Counsel for the Debtor:

John A. Northen, NCSB #6789
jan@nbfirm.com
Vicki L. Parrott, NCSB #25449
vlp@nbfirm.com
John Paul H. Cournoyer, NCSB #42224
jpc@nbfirm.com
Northen Blue, LLP
Post Office Box 2208
Chapel Hill, NC 27515-2208
Telephone: 919-968-4441

Premium finance motion 2015-01-27.docx

PREMIUM ASSIGNMENT

PRODUCER / AGENCY

Name

Address

WFIS USA INC/RALEIGH

RALEIGH, NC 27615

8540 COLONNADE CENTR DR #111

PREMIUM FINANCE AGREEMENT

North Carolina

P.O. Box 8800 - 3522 Thomasville Rd. Tallahassee, FL 32314

Phone 850-907-5610

D369418

PERSONAL	∠ XCON	MERCIAL	□new	AGENCY RENE	WAL		ADD'L PRE	MIUN	1
THIS AGREEM	ENT, made effec	etive the	day o	of	Dece	mber 2014			, between
ROADMAR	KK CORP INC								
1 `		it appears in financed	policies)	1					
	O BOX 209	am.	A CENTER DATES OF	717) 45500		TNI	ONTE # 91	9.5	96.5005
CITY BUTNE				ZIP 27509	Ω 1				
			Corporation , a Florida Insurance listed in page			ned Lender, 101	r the purpose o	I Imano	ing the purchase
TOTAL	- CASH	= PRINCIPAL	+ DOC	= TOTAL		FINANCE	= TOTAL	OF	ANNUAL
PRICE OF	DOWN	BALANCE	STAMPS &	AMOUNT		HARGE	PAYMEN		INTEREST
PREMIUMS	PAYMENT	OWED ON	SERVICE FEE	FINANCED	,	nount credit	(Amount p		RATE
	-	PREMIUMS	(if applicable)			ts over term	all payme		
						of loan)	made a schedule		
•							Schodule	,u)	
502 495 00	110 407 10	472 000 73	0.00	472 000 73		216.00	470 205	70	2.44
592,485.90	118,497.18	473,988.72		473,988.72		5,316.98	479,305. ber of		2.44
SELECT BILLI		⊒Payment Book ☑]Direct Debit	Monthly Invoice	Amount of Mor Payment	uniy		nents	Dai	te First Payment is Due
YC		SCHEDULE W	TLL BE:	1 ayınıcını		1 ayı	пошь		15 Due
Each monthly pay	ment due on sam	ie day of each succ	eeding month until	45.020.55					4/24/2045
TOD VIA V VID DD		in full.	(700 70 4 37 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	47,930.57			0	·	1/31/2015
FOR VALUE REC	JEIVED, BORRO)WER PROMISES yn aboye, including	TO PAY to the ord ginterest at the Ann	er of Lender at the	e addi må of	ress given at i her charges s	the top of this is described b	i page, iereine	the Total
		ge 2 of this Agreem		uai interest itate a	iiu ot	inci cital ges i	is acsciibed i	ici ciiti	itici, pursuant
1. SECURITY FO	OR PAYMENT:	To secure payment (of all sums due under	this Agreement Bo	arraw <i>e</i>	er grants Lend	ler a security i	nterest	in any unearned
1. <u>SECURITY FOR PAYMENT:</u> To secure payment of all sums due under this Agreement, Borrower grants Lender a security interest in any unearned premiums or other sums which may become payable under the Scheduled Policies of Insurance shown on page 3.									
2. LIMITED POWER OF ATTORNEY: BORROWER IRREVOCABLY APPOINTS LENDER AS ATTORNEY-IN-FACT TO CANCEL THE									
SCHEDULED POLICIES OF INSURANCE AFTER BORROWER DEFAULTS IN MAKING PAYMENTS UNDER THIS AGREEMENT.									
		•							
3. NOTICE TO BORROWER: (1) Do not sign this Agreement before you read it, or if it contains any blank space (other than as provided on the next									
			ipletely filled in copy ler certain conditions						
			S ABOVE AND ALL						
AGREEMENT AN	D ACKNOWLED	GES RECEIPT OF	COPIES OF PAGES	1, 2 AND 3 OF TH	IIS AC	GREEMENT.			
e - *									
		4							
SIGNATURE OF	ALL INSURED[S	S] NAMED IN POI	LICIES OR AUTHO	RIZED AGENT	OF IN	SURED[S], A	AS PERMIT	CED B	Y LAW:
1011		1 // -11	0 -	12/24					
14/31/14/8	- /w	~ 6 yruth	CFU	15/51/19					
Date Na	me and Title:		-			e and Title:			
			ER'S REPRESEN						
		its and warrants th		ash Down Payment					
			has been or will be u e Total Price of Prem						
			, shall be promptly pa						

Page 1 of 4

Borrower is not subject to any bankruptcy or insolvency proceedings and Producer has no reason to believe that Borrower is insolvent. (D) The Borrower's signature(s) is (are) genuine and authorized, or to the extent permitted by applicable law, the Producer has been authorized by Borrower to sign this Agreement on Borrower's behalf. (E) Producer has delivered or will deliver a copy of this Agreement to Borrower. Producer agrees that the Representations & Warranties above, as well as those on page 3 of this Agreement, are a binding contract between Producer and Lender.



IN CONSIDERATION of the payment by Lender of the Principal Balance Owed on Premiums shown on page 1 to the insurance companies named in the Scheduled Policies of Insurance shown on page 3 (or the agents of such companies), the Borrower agrees:

- 4. ACCEPTANCE DATE This Agreement is binding upon its acceptance by Lender. Acceptance shall occur upon payment of the Principal Balance Owed on Premiums to the insurance companies named in the Scheduled Policies of Insurance, or the agents of such companies.
- 5. PAYMENTS Borrower shall make payments directly to Lender in the amounts and at the same time specified on page 1 of this Agreement. Payments shall be made at Lender's address given at the top of page 1 or such other address as Lender may direct in writing. Payments made to any other address, person, firm, corporation or insurance agency (including but not limited to the Producer) shall not constitute payment to Lender. Payments received after cancellation of the Scheduled Policies of Insurance shall be credited to the unpaid balance due under this Agreement and shall not constitute reinstatement of the cancelled policies, nor shall it constitute a waiver by Lender of any rights.
- 6. LATE CHARGES If a payment is more than 5 days late, Borrower agrees to pay a late charge of 5% of each delinquent or unpaid installment, unless prohibited by applicable law.
- 7. DEFAULT/CANCELLATION A default shall occur if Borrower fails to pay any sums required by this Agreement in a timely manner, including interest and Late Charges, or if Borrower fails to carry out any other obligations under this Agreement. After default, any unpaid balance of the Total Amount Financed may become immediately due and payable in full at the option of Lender, and Lender may enforce its security interest and its rights under the Limited Power of Attorney. Interest will continue to accrue on the unpaid balance at the Annual Percentage Rate or maximum rate allowed by applicable law, at the option of Lender, until all balances owed under this Agreement are paid. Lender may request cancellation of all or any of the Scheduled Policies of Insurance at the earliest time after default permitted by applicable law.
- 8. EXCESS INTEREST OR FEES It is the intent of the Lender that no interest, fee or charge in excess of that permitted by applicable law will be charged, taken or become payable under this Agreement. In the event it is determined that Lender has taken, charged or accrued interest, fees or charges in excess of that permitted under law, such excess shall be returned to Borrower or credited against the sum due Lender hereunder.
- 9. REFUNDS The Borrower will receive a refund of the finance charge if the account is prepaid in full prior to the last installment due date. The refund shall be computed according to applicable law subject to a nonrefundable service charge of \$15.
- 10. SHORTAGE OR OVERAGE OF RETURNED PREMIUM If Lender does not receive unearned premiums or other funds after cancellation or expiration of the Scheduled Policies of Insurance in an amount sufficient to pay the unpaid balance due under this Agreement, Borrower agrees to pay the deficiency to Lender on demand. Interest shall accrue on the deficiency at the Annual Percentage Rate, or the maximum rate allowed by applicable law, at the option of Lender. If the unearned premiums received by Lender are more than the amount due under this Agreement, the excess shall be returned to Borrower within the time allowed by applicable law. Borrower has no right to any excess of less than the minimum amount required to be paid by applicable law.
- 11. ATTORNEYS FEES/COURT COSTS Borrower agrees to pay all attorneys fees, expenses and court costs incurred by Lender in collecting amounts due from Borrower under this Agreement, including attorneys fees incurred on appeal and in bankruptcy, unless prohibited or limited by applicable law.
- 12. LENDER RELATIONSHIP Borrower acknowledges that: (a) Lender is not an insurance agent nor an insurance company, (b) This Agreement is a financing agreement and not an insurance policy or guarantee of insurance coverage, (c) Lender has played no part in the selection or structuring of the financed insurance policies, (d) Lender has no obligation to request reinstatement of any insurance policies properly cancelled after a default under this Agreement, and (e) The decision of whether to reinstate insurance coverage is made solely by the insurance companies providing coverage, not Lender.
- 13. ADDITIONAL PREMIUMS Lender may advance to Producer, as Borrower's agent, or to an insurance company any additional premiums that may become due, less normal down payment, adding the advanced amount, plus any finance charge, to Borrower's balance under this Agreement. However, any additional premium which is owed to the insurance company(ies) named in the Scheduled Policies of Insurance as a result of any misclassification of risk which is not paid in full or financed in this Agreement may result in cancellation of the coverage by the insurance company for nonpayment of premium. Lender's payment shall not be applied by the insurer to pay for any additional premium owed by Borrower as a result of any misclassification of risk.
- 14. LENDER LIABILITY Lender is not responsible for any damages resulting from cancellation of the Scheduled Policies of Insurance by Lender, as long as the cancellation was done in accordance with applicable law. Borrower shall be responsible for Lender's reasonable attorneys fees and expenses for any unsuccessful action filed by Borrower seeking damages for improper cancellation. Lender's liability for breach of this Agreement shall be limited to the Principal Balance Financed under this Agreement, if permitted by applicable law.
- 15. RETURNED CHECKS Borrower agrees to pay a returned check fee, as allowed by applicable law, for each of Borrower's checks returned to Lender for Insufficient funds or because the insured has no account in the payor bank.
- 16. WARRANTIES OF BORROWER Borrower warrants that: (a) Each of the Scheduled Policies of Insurance have been issued or a binder has been issued; (b) Borrower has not and will not assign or encumber any unearned premium of the Scheduled Policies of Insurance or grant a power of attorney to cancel the Scheduled Policies of Insurance to anyone other than Lender until all sums due under this Agreement are paid in full; (c) Lender may assign all its rights under this Agreement as allowed by applicable law; (d) No proceeding in bankruptcy or insolvency has been instituted by or against Borrower or is contemplated by Borrower, and (e) No insurance financed by this Agreement was purchased for personal, family or household purposes, unless so indicated on page 1.
- 17. INTEREST CALCULATION Interest is computed on an annual basis of 12 months of 30 days on the balance of the Total Amount Financed, from the effective date of the earliest insurance policy for which premiums are being advanced to the date when all sums due under this Agreement are paid.
- 18. BLANK SPACES Borrower agrees that if any policy financed by this Agreement has not been issued at the time the Agreement is signed, the names of the insurance companies issuing the financed policies, the policy numbers and the due date of the first installment may be inserted in the Agreement after it is signed.
- 19. GOVERNING LAW The Parties agree that the law of the state in which this Agreement is executed shall control the interpretation of the Agreement and the rights of the parties, unless the Agreement is executed in a state without premium finance laws, in which case the law of the State of Florida shall govern.
- 20. SAVINGS AND MERGER CLAUSE The Parties agree that if one or more portions of this Agreement are found to be invalid or unenforceable for any reason, the remaining portions shall remain fully enforceable. The parties also agree that this Agreement contains the entire agreement between the parties regarding the subject matter herein and supersedes any prior discussions.
- 21. FINANCING OPTION Entry into this financing arrangement is not a condition of obtaining insurance. You may opt to pay the premium for such insurance without financing such premium, or to obtain financing from some other source if you choose.



State: NC

SCHEDULED POLICIES OF INSURANCE

V8(0)NI1.79

14237

ROADMARK CORP INC PO BOX 209 BUTNER, NC 27509

WFIS USA INC/RALEIGH 8540 COLONNADE CENTR DR #111 RALEIGH, NC 27615

D369418 (919) 676-8834

Premium	Down Payment	Unpaid Balance	Doc Stamps/Fees	Amt.	Financed	Finance	Charges	Total / Payments	
592,485.90	118,497.18 (20.00 %)	473,988.72	0.00	473	3,988.72	5,31	6.98	479,305.70	
Payment	Payments	Rate	First Due		Type	Sta	itus	Contract Type	
47,930.57	10	2.44 %	1/31/2015	IN	VOICE .			COMMERCIAL	
EFF DATE EXP DATE	COMPANY / BI	ROKER	CITY	ST	CO. #	TYPE MEP	POLIC NO.	Y TOTAL PREMIUM	
12/31/2014 CO: 12/31/2015 MGA	HARTFORD CAS	SUALTY	HARTFORD	СТ	84499	PROP 0.00 %		11,417.00	
12/31/2014 CO: 12/31/2015 MGA	HARTFORD FIR	E INS	HARTFORD	СТ	85079	EQPT 0.00 %		29,234.00	
12/31/2014 CO: 12/31/2015 MGA	HARTFORD FIR	E INS	HARTFORD	СТ	85079	IM 0.00 %		4,944.00	
12/31/2014 CO: 12/31/2015 MGA	HARTFORD FIR	E INS	HARTFORD	ĊТ	85079	EQPT 0.00 %	· 	782.00	
12/31/2014 CO: 12/31/2015 MGA	LANDMARK AN	MER INS CO	ATLANTA	GA.	86878	GL 25.00 %		75,378.00	
		· · · · · · · · · · · · · · · · · · ·					Taxes/Fe Tot	•	
Created By: ufb	z6		Auth Co	de:	· 				

ADDITIONAL REPRESENTATIONS & WARRANTIES OF PRODUCER

- (F) All information provided above is complete and correct in all respects and the policies listed above are or will be in force on the stated Effective Date and delivered by Producer to the Borrower, except for assigned risk or residual market policies.
- (G) If any information listed above is or becomes incomplete or inaccurate, Producer shall promptly provide correct information to Lender.
- (H) The Producer is an authorized policy issuing agent of the companies issuing the policies listed above or is the authorized agent of the MGA or broker placing the coverage directly with the insuring company, except those policies indicated with an "X".
- (I) None of the policies listed above are subject to reporting or retrospective rating provisions. All policies subject to audit, minimum or fully earned premium provisions are indicated below:

Policy No and Prefix No:

- (J) Except as indicated above, all Scheduled Policies of Insurance can be cancelled by Borrower or Lender on 10 days notice and the unearned premiums will be computed pro rata or on the standard short rate table.
- (K) If any Scheduled Policies of Insurance are subject to audit, Producer and Borrower have made good faith determination that the deposit, provisional or initial premiums are not less than the anticipated premiums to be earned for the full term of the policy(ies).
- (L) Upon cancellation of any of the Scheduled Policies of Insurance, Producer shall remit to Lender the full amount of the unearned premium, including unearned commission, as well as any other payments or credits received by Producer, up to the unpaid balance due under this Agreement, within 15 days of receipt from the insuring company.

Case 15-00432-5-DMW Doc 30 Filed 01/27/15 Entered 01/27/15 13:42:59 Page 11 o

PREMIUM ASSIGNMENT

State: NC

SCHEDULED POLICIES OF INSURANCE

V8(0)NI1.79

14237

ROADMARK CORP INC PO BOX 209 BUTNER, NC 27509 WFIS USA INC/RALEIGH 8540 COLONNADE CENTR DR #111 RALEIGH, NC 27615

*****D**369418*** (91

(919) 676-8834

EFF DATE EXP DATE	COMPANY / BROKER	CITY	ST	CO.	TYPE MEP	POLICY NO.	TOTAL PREMIUM
12/31/2014 CO: 12/31/2015 MGA	NATIONAL INDEMNITY CO	ОМАНА	NE	82757	BA 0.00 %		466,962.00

Created By:	ufbz6	Auth Code:	·	

ADDITIONAL REPRESENTATIONS & WARRANTIES OF PRODUCER

- (F) All information provided above is complete and correct in all respects and the policies listed above are or will be in force on the stated Effective Date and delivered by Producer to the Borrower, except for assigned risk or residual market policies.
- (G) If any information listed above is or becomes incomplete or inaccurate, Producer shall promptly provide correct information to Lender.
- (H) The Producer is an authorized policy issuing agent of the companies issuing the policies listed above or is the authorized agent of the MGA or broker placing the coverage directly with the insuring company, except those policies indicated with an "X".
- (I) None of the policies listed above are subject to reporting or retrospective rating provisions. All policies subject to audit, minimum or fully earned premium provisions are indicated below:

Policy No and Prefix No:

- (J) Except as indicated above, all Scheduled Policies of Insurance can be cancelled by Borrower or Lender on 10 days notice and the unearned premiums will be computed pro rata or on the standard short rate table.
- (K) If any Scheduled Policies of Insurance are subject to audit, Producer and Borrower have made good faith determination that the deposit, provisional or initial premiums are not less than the anticipated premiums to be earned for the full term of the policy(ies).
- (L) Upon cancellation of any of the Scheduled Policies of Insurance, Producer shall remit to Lender the full amount of the unearned premium, including unearned commission, as well as any other payments or credits received by Producer, up to the unpaid balance due under this Agreement, within 15 days of receipt from the insuring company.